

* AFRIKAANSE TEKS HIERBO

MONTHLY NEWSLETTER: SEPTEMBER 2017

Dear HSAG Member/ Mr / Mrs / Ms [Customer Name]

This newsletter is addressed to you as a member of the Highveld Syndication Action Group (“HSAG”) on account of you having made an investment in the Highveld Syndication Companies 15 – 22 and thereafter having joined the class-action through the HSAG.

The www.hsaction.co.za website is the place where you will find information although emails are also sent out from time to time.

Please keep us up to date with any changes to your contact details.

In this newsletter we restate the purpose for which the HSAG was formed, the financing of the class-action litigation, an update of legal matters and our response to media queries.

1. OVERVIEW

Three years ago Theron & Partners Attorneys took on the task of helping thousands of investors in the Highveld Syndication 15 -22 Companies to see that justice prevails with reference to their failed investments in the HS Companies.

The total extent and value of the amounts claimed came to 18 300 investors who invested approximately R4.6 billion. On the advice of senior counsel with a total of more than 100 years’ experience, the route of a class action was followed. In effect this means that one case is being adjudicated whilst each person has to pay thousand times less for legal costs.

To this date, the opponent, Mr Nic Georgiou, his entities, family and empire, had tried everything in their power to stop the formation of a class action, but were the HSAG on the merits (with the exception of one case) successful in 11 matters.

The opposition had, apart from delaying tactics, also persuaded some persons that formed part of the insider group of the HSAG, in an unethical and wrongful manner, to work for Mr Nic Geogiou and Orthotouch for astronomical salaries. Furthermore, investors are encouraged to settle with a bankrupt company, namely, Orthotouch. Mr Georgou is confusing the HSAG members further through the HSIF (that is being driven by Helgard Hancke) by saying that they are looking after investors’ interests and had even tried to launch a petition. Persons who are partaking in this would unfortunately not benefit from the protection of the HSAG or membership.

Although substantial progress have been made and success reached, there are many HSAG members who are not contributing financially towards the struggle against Mr Georgiou. At this stage the HSAG attorneys are the single largest

contributor to the HSAG as their fees and disbursements have only been paid up to the first quarter of 2015.

An appeal is made on each and every member of the HSAG to bring their financial contributions up to date. After all it is their case and can it not be expected of the attorneys to finance the case. Should the HSAG members not comply with their financial responsibilities, it would mean that the case would come to an end, due to a lack of funds.

The average investor invested approximately R250 000 and was the request to contribute to costs, minimal. Should you wish to use a debit order system, you should please contact us.

2. MOTIVES AND OBJECTIVES OF THE HSAG

The main objective of the HSAG is to approach the High Court of South Africa by means of application to obtain court orders on behalf of investors in HS15 – 22 permitting the bringing of a Class Action(s) against Mr Nic Georgiou, his sons, their entities and others for the recovery of damages and losses incurred by 18 300 investors in the failed Highveld Syndications Companies 15 – 22.

The two immediate cases that the HSAG are involved in are the certification of the Class Action as well as the setting aside of the Scheme of Arrangement in terms of Section 155 of the Companies Act. The Scheme of Arrangement (SoA) provides that Mr Nic Georgiou, his sons, their entities and other Respondents have been indemnified of all personal liability. The HSAG asserts that this court sanctioned SoA was obtained by stealth.

Should the court agree with HSAG's contentions then the SoA would be set aside and the Highveld Syndication Companies 15–22 would revert to business rescue. In that event Mr Hans Klopper – the court appointed business rescuer – would be requested to resign. HSAG members are of the view that Klopper has not acted in their best interests. If a new business rescue practitioner were to be appointed he would be requested to take the necessary steps in order to serve the companies' best interests and the HSAG would be able to continue with the certification application of the Class Action.

Until the HSAG successfully challenges the SoA, Mr Georgiou/Orthotouch are obliged in terms of a Court Order to pay the monthly interest to investors. They cannot summarily stop the payments. It is our view that the payment of interest could be continued with according to the income generated by the buildings without the SoA.

3. MEMBERSHIP CONTRIBUTIONS & REGISTRATION COSTS

False allegations recently surfaced from Helgard Hancke that the attorneys of the HSAG would have received R28 million during the past three years.

These allegations are untrue and are premised on a misguided assumption that all 7000 members HSAG members are up to date with their payments.

Members are requested to continue showing their support to the HSAG and its process of recovering the enormous investor losses by diligently making annual contributions. Although it places a burden on the administration of the HSAG, these can even be paid in instalments.

The HSAG confirms that all funds received are held in an attorney's trust account which is audited annually. Costs consultants draw up the legal bills of costs in a legally compliant manner.

4. TIMING OF COURT CASES

4.1 APPLICATION FOR LEAVE TO APPEAL (PRETORIA AND JOHANNESBURG)

The High Courts in Pretoria and Johannesburg have referred an important legal question (whether applicants in the certification of the HSAG Class Action may withdraw this application), to the Supreme Court of Appeal (SCA), by granting leave to appeal to the Respondents.

An important reason therefore is that there are compelling reasons, amongst others, to settle new law in South Africa and that, should similar future withdrawals occur, a final effect of withdrawal may have far-reaching consequences, impacting on all future class actions.

Both Judges acknowledged the importance of the HSAG matter and the possible delays that it may cause, but stated that the Registrar of the SCA may be approached for a speedy appeal. The normal appeal process may delay the Class Action unnecessarily.

Due to the fact that Mr Nic Georgiou / Orthotouch would petition to the Supreme Court of Appeal (SCA) against any favourable decision for the HSAG, the HSAG decided on 5 September 2017 that the Johannesburg matter, before the Honourable Judge Ismail, also be referred to the Supreme Court of Appeal to be heard on a speedy basis. Judge Ismail was accordingly requested, with the consent of the opposing parties, to make an Order to that effect.

The parties' legal representatives also committed to a request to the Registrar of the SCA that both the Pretoria and Johannesburg appeals be heard simultaneously.

In light of the expedited process available to it, the HSAG welcomes the referral directly to the SCA as it would give certainty to the future process of also the HSAG Class Action (e.g. if Georgiou/Orthotouch attempt to settle new Applicants). It also prevents the Respondents to stall proceedings further by petitioning the SCA, in the event that leave to appeal was refused by the Court.

Judge Murphy emphasized the seriousness of the matter, and the HSAG is confident that the SCA will protect the interests of the thousands of HS investors in the failed HS Companies.

Both Judges amended their previous orders and simply referred it to the SCA. Judge Murphy's reconfirmed the decision he held earlier that the withdrawal and substitution were irregular and improper in the circumstances.

4.2 APPLICATION TO INTERVENE (JOHANNESBURG)

Mr Helgard Hancke and his entity, Aprobase CC (which entity is in the process of deregistration), withdrew their Application to Intervene and support for the Leave to Appeal by Mr Nic Georgiou and others, merely a day before the matter was set to be heard.

Mr Helgard Hancke and Aprobase CC tendered to pay the party-party costs of the HSAG.

5. UPDATE ON THE CASE MANAGER'S ORDER

Orthotouch's attorneys informed the HSAG that they regard the Order by Judge Sharise Weiner, directing the Respondents to comply with Judge Brian Spilg's Order, to be stayed.

Judge Spilg ordered Orthotouch and Business Rescue Practitioner Hans Klopper to supply the HSAG with all contact details, including cellphone numbers and email addresses, in both electronic and hard copy format.

Orthotouch contends inter alia this is as a result of their two current Appeals to the Supreme Court of Appeal.

The HSAG does not agree with their argument and will direct a written request to Judge Weiner to consider the matter and give further directions.

6. LIQUIDATION OF COMPANIES (HS15-22 AND ORTHOTOUCH)

The HSAG have received numerous emails and telephone calls with regards to the letter from business rescue practitioner, Mr Hans Klopper, and the HSIF-website newsletters that stated that should Orthotouch be liquidated, its liquidators might be able to reclaim monthly payments made to investors.

The HSAG once again confirm that a written opinion on this legal question was sought from its Counsel. This opinion is that the liquidators would not be able to claim back any of the monthly interest/income payments made to them from HSAG investors. All paid-up HSAG members will furthermore receive legal support in the event that they receive such threats. Unfortunately persons outside the HSAG will not receive such support and will have to pay all the monies which they received back if the liquidators are successful against them.

Here is a summary of Counsel's reasons:

6.1 Monthly payments are made to investors under an obligation by Orthotouch, in the Scheme of Arrangement document, in return for

acquiring various fixed properties from the Highveld companies. The payments made by Orthotouch were therefore not made “without value” as meant in section 26 of the Insolvency Act of 1936 (“the Act”), and monies cannot therefore be reclaimed;

- 6.2 In so far as sections 29 and 30 of the Act are concerned, one creditor (such as an investor) can never be preferred above another as long as payments are made in accordance with the formula set out in the SoA document.
- 6.3 Payments made by Orthotouch are made in its “ordinary course of business”. This is a further reason why the liquidators will not be able to reclaim.
- 6.4 The creditors of Orthotouch are the Highveld companies. It is the Highveld companies, who upon receipt of payments from Orthotouch, will repay the investors. This means that if Orthotouch were to go into liquidation, the liquidators only have potential claims against the Highveld companies – not against the investors.
- 6.5 Should the Highveld companies ever be liquidated, the liquidators will not be able to reclaim payments from investors for similar reasons to those mentioned above.

The HSAG is *not* per se in favour of liquidations and the HSAG *has never threatened or attempted to liquidate* Orthotouch or the Highveld Companies. These misleading statements were attributed to Messrs Georgiou, Hancke, Klopper and Ms Visagie. If you were to peruse all the previous litigation correspondence you would see that it was only Mr Georgiou and his supporters who made the threats of liquidation. Liquidation would be the last resort of the HSAG.

7. QUESTIONS FROM RSG GELDSAKE RADIO INTERVIEW AND ANSWERS OF HSAG MANAGEMENT BY MEANS OF ATTORNEY JACQUES THERON

Moneyweb Editor Ryk van Niekerk recently requested the following questions about the HSAG class-action. Some questions were repeated in a subsequent radio interview.

Here are the questions and answers:

1. How long can it still drag on for?

In practice, an individual High Court case can easily continue for three to five years. The class action is much bigger and will of course take longer.

At this stage the class action is delayed by the respondents delaying tactics, by raising and appealing various legal points and appealing against decisions in favour of the HSAG.

Because there are no judicial precedents in South Africa with regard to class actions, new law is continuously being drafted. This means that Judges take longer to decide and deliver judgments because of the far-reaching consequences thereof.

The parties had a first meeting with the appointed "case manager" in the Johannesburg case [Judge Sharise Weiner] on 29 August 2017. She issued several orders with the aim of speeding up the process in the Johannesburg High Court (the opposing side was put on terms by Judge Weiner to take certain steps and file documents).

However, as with any litigation, we cannot predict with certainty when the litigation will be finalised. Both Judges Ismail and Murphy's recent orders (which granted leave to appeal to the SCA regarding the "withdrawal" of the litigation) gave permission for an urgent hearing date to be requested, which is good news.

We are currently waiting for the opposing side to file their Notices of Appeals in both the Pretoria and Johannesburg High Courts, for that action to move forward. This should take place within the next month.

II. How many members are still actively involved?

The HSAG is still very active and has almost 7 000 subscribers. We receive daily e-mails, telephone calls and from time to time, even personal visits from investors across the country. Our opponents are, of course, also very interested in the active participation in the HSAG because they think it is a barometer to determine how strong the HSAG is.

The HSAG has grown since Mr Georgiou and former nominal applicants attempted to derail the class action with their settlements. Some persons (a relatively insignificant number) indicated that they would withdraw from the HSAG to settle with Orthotouch. The HSAG has previously warned, that if individuals were to settle with Orthotouch, Mr Georgiou and his entire business entities/empire were off the proverbial hook.

There are many more rumors that Orthotouch and / or the HS Companies will be liquidated. In such a case, investors lose their claims against the Georgious and they must be satisfied with the one or two payments they received from Orthotouch. They cannot then continue with the HSAG against Mr Nic Georgiou and others. Orthotouch has only two assets and should they be liquidated, the investors who settled with Orthotouch, will receive less than 1c in the rand. However, HSAG members will continue their claims against Georgiou and others.

The HSAG is literally growing from strength to strength and there are thousands of loyal supporters. We do not want to publish the financial position (financial health) of the HSAG, as Georgiou will use it to his advantage by adapting his tactics and strategy in the litigation process according to the "strength" of the HSAG's warfare (the so-called "War-chest").

III. When will the main court case be heard?

Both Judges Ismail and Murphy's recent orders (which granted leave to appeal to the SCA regarding the "withdrawal" of the litigation) gave permission for an urgent hearing date to be requested, which is good news.

We should obtain confirmation from the Registrar of the Appeal Court within the next month, which involves the process and even the possibility of when the case can be heard. Once these appeals are heard, we would be able to proceed with the main court case.

The case manager, Judge Weiner, also ordered that Hans Klopper and Orthotouch should deliver all lists and details of the investors by 12 September 2017. Orthotouch believes that the appeals have now suspended her orders.

IV. *What is the situation for people who are not part of the class action?*

Anyone is, of course, free to follow remedies (or not) as they wish. One of the many benefits of becoming a member of the HSAG class action is that the mere issue of the certificate application in the Pretoria court has suspended the prescription of claims. Prescription is not only prevented when obtaining a certificate but also when issuing court documents for the receipt of a certification application (which has already been done) [see in this regard *Children's Resource Center Trust v Pioneer Food (Pty) Ltd 2013 (2) SA 213 (SCA)* on par. 89].

The establishment of separate (new) claims in HS19-22 at this stage will unfortunately undoubtedly be met by a special plea of prescription. With HS15-18, the prescription of claims is not yet a danger.

This also applies to buy back agreements for investors in Highveld 21 and 22. According to the advice of the HSAG's advocacy, reported claims had already expired (in August 2017) on the basis of the buy-backs that came to an end exactly five years after initial investments, which five year period came to an end in August 2014. The three year expiry period therefore ended early in August 2017.

The class action claims also include those of investors in Highveld 21 and 22, based on the buy-back agreements, and are therefore not subject to prescription because the court documents have already been issued.

Therefore, the only possible way to enforce buy-back agreements is to join the HSAG class action.

Investors are therefore advised to carefully consider their options before implementing separate claims, with their own attorneys, especially with regard to the prescription of their investments.

At this stage, the HSAG only represents investors registered with the HSAG in order for them to enjoy legal representation and protection against the prescription of claims.

It is for this reason, that the main court case in Johannesburg must be advertised, and all investors (including those not registered with the HSAG) must be notified of the pending litigation.

Through the above mentioned publication requirements, all other investors outside of the HSAG will be notified of the class action proceedings.

However, we emphasize that the HSAG will only represent members who are registered with the HSAG.

The possibility is not excluded that the HSAG may amend the Notice of Motion of the class action certificate after everyone has received notification of the court proceedings that only those registered with the HSAG, and not everyone, are included, as is the case at present. This will, of course, mean that anyone who falls outside of the HSAG will be responsible for themselves and have no claim against Georgiou and others because claims would have prescribed.

V. *Is the class action running its course as you have expected?*

We have taken into account that Georgiou and his followers would do their utmost to delay the cases and to make life difficult for prosecutors and anyone involved in managing the case. But ultimately they will not be able to escape the long arm of the law.

We did not, however, foresee that Georgiou would have the ability to "buy-off" certain key individuals, who previously supported the class action, and who are now conducting a smear campaign against the class action.

Investors are encouraged to ask themselves: Firstly, who is probably paying the significant cost of this campaign against the class action (including the costs and fees / salaries of the campaigners). And secondly, whose interests are served if the HSAG class action would collapse. The relentless efforts to discredit the HSAG class action (and its firm of attorney's) must be perceived in that light.

VI. *The court costs must be very high. Is it not time to request a deposit?*

The economies of scale count in favor of the HSAG members. Therefore, although the costs on a whole may be very high, it costs for an individual are a fraction of what it would normally cost because thousands of members belong to the HSAG. We took a survey in May this year and less than R1 per day, per syndication was requested.

Concerning the question about the deposit: There are many people (literally thousands) who are heavily financially burdened because they have invested all their life savings in the Highveld 15-22 companies. However, there are benefactors who pay into a separate HSAG trust account for such persons who will appreciate the need for financial contributions.

VII. *What happens to non-members if the class action succeeds?*

At this stage there is the so-called "Opt-Out" dispensation, which means that persons who do not want to be part of the class action, once certification is approved, must indicate in writing that they be excluded within a given time frame, otherwise they will be part of class action.

It was initially thought that because there are a large number of elderly people who could be disadvantaged if the certification took place in the normal course of business,

all of them would be unaware of it. Due to the timelines, modern technology, social media, as well as the wide publication that the class action is experiencing, it is possible that the dispensation will be reconsidered.

In addition, due to the specific nature of this matter, there are individuals who have already indicated that they are either settled already or are not wanting to be part of the class action, and it is the practice of the HSAG to make an endorsement to the effect that they exercise the "Opt-Out" option and can never take part in the class action again. They will of course be excluded.

Non-members are free of course to follow solutions (or not) as they wish. One of the many benefits of becoming a member of the class action is that the mere issue of certification application in the Pretoria court, has suspended claim demands. [Prescription is stayed not only when obtaining a certificate but when issuing court documents for the receipt of certification (which has already been done) [see in this regard *Children's Resource Center Trust v Pioneer Food (Pty) Ltd 2013 (2) SA 213 (SCA)* on par. 89].

The implementation of separate (new) claims at this stage will unfortunately be greeted by a special plea of prescription.

This also applies to claims on grounds of the "buy back" agreements for investors in Highveld 21 and 22. According to the advice of the HSAG's counsel, reported claims had already prescribed (in August 2017) on the basis of the buy-backs that came to an end exactly 5 years after initial investments, 5-year period which ended in August 2014. The 3-year prescription period therefore ended early in August 2017.

The class action claims also include those of investors in Highveld 21 and 22, based on the buy-back agreements, and are therefore not subject to prescription because the court documents have already been issued.

Therefore, the only possible way to enforce buy-back agreements is to join the HSAG class action.

Investors are therefore advised to carefully consider their options before implementing separate claims, with their own attorneys, especially with regard to the prescription of their investments.

VIII. How many HSAG members have already settled with Georgiou?

Apart from the claims of the six former applicants and that of Mr Helgard Hancke (wife's claim) that were settled in secrecy with Mr Georgiou, we do not have knowledge of many HSAG members who have settled. Mr Georgiou probably realizes that settlement with only a few hundred investors will not stop the class action.

Thus we do not know how many other investors Georgiou has settled with, although according to his agents' propaganda there is a large number that have settled. We must remember that there are about 12,000 people who are not yet part of the HSAG class action and are obviously free to settle.

The HSAG is totally opposed to settlements with only Orthotouch, because Orthotouch's liquidation will have catastrophic consequences for any investor who decides to settle on their terms.

We have warned investors several times regarding the dangers of Orthotouch's settlement offers. The information was also provided to Moneyweb, proving that only two properties of the original 50 properties registered to Orthotouch, are remaining. It would be irresponsible to encourage people to settle with Orthotouch because they are likely to receive less than 1c from the Rand, based on Orthotouch's asset value.

The HS 19-22 companies have no assets and a claim against Orthotouch will also reduce the rights of those investors to virtually nothing. This information was also made available to Moneyweb.

Proceedings by the HSAG are currently against, Mr Nic Georgiou, his empire, his sons and other Respondents for 100% of the capital, interest and costs.

The rumors being spread by Messrs Nic Georgiou, Helgard Hancke (with his newly formed HFIF organization), Mrs Elna Visagie, Mr Herman Lombaard and others who are proclaiming that Mr Georgiou does not have any assets, does not hold water.

The simple yet troubling questions that everybody has been asking for years (including Moneyweb) are:

(a) What has happened to the R4.6 billion that Mr Georgiou and his entities received, of which R.3.2 billion was received without transferring the properties in consideration of the payment?

(b) Even if he had paid out R1.2 billion, as claimed, where is the remaining R2 billion?

(c) What became of the other R1.4 billion mortgage-free properties registered in HS15-18?

The above-mentioned risks are in stark contrast to the HSAG Settlement Agreement with Mr Georgiou in terms of which Mr Georgiou will remain personally liable until payment of the final installment is made and where members may fall back into class action at any time.

Persons who settle with Mr Helgard Hancke's HSIF or outside the HSAG will unfortunately not be able to receive the abovementioned legal protection.

Mr Georgiou refused to sign the settlement agreements of approximately 800 HSAG members because by the look of things, he wanted to present a better offer for the entire HSAG class action (which still has not taken place) and were all further settlement negotiations discontinued.

IX. *What is your view regarding the settlement agreements? There are allegations that you oppose it because it will affect your fees.*

In law there is a saying, a “bad” settlement is better than a “good” court case. If there is a settlement on the table, we would always communicate such to our clients. As long as the amount and terms thereof are reasonable, we would consider and would even recommend such offer if it is acceptable.

Concerning our fees, it is absolute nonsense that the fees are too high. However, as there are many people who are suffering financially, everyone cannot afford to pay the allocated costs. The HSAG legal team have only been paid in full until the first quarter of 2015 and a significant amount for the remainder of 2015, 2016 and 2017 is still outstanding. Thus, Theron & Partners are the single largest funder of the HSAG class action.

The HSAG attorneys furthermore work at the normal tariffs as recommended by the Law Society and not on a contingency basis where a legal practitioner would in terms of legislation be able to charge twice his normal fees or 25% of the client’s claim, whichever is the lesser amount.

Of course all investors are free to enter into settlement agreements and will the HSAG or their attorneys not prevent them from doing so. All that we are trying to say is that investors must be careful to settle via Mr Hancke with Orthotouch.

Firstly it is worth mentioning that the settlements are being “driven” by the same persons that are working for and on behalf of, Georgiou [see also answer to question nr 5 above].

Secondly, the terms of the settlements must be considered very carefully. For example, the payment of the settlement amount which will be made over an extended period (one of Georgiou’s ordinary tricks).

Thirdly, the settlements only entail that Orthotouch Ltd agrees to make the payments and by now, this company is basically an empty shell (whereas the class action is acting against Georgiou in his personal capacity as well as against other individuals).

Yes, of course it is so that the HSAG class action will come to an end in the event that all investors had settled. However, it is our personal opinion that the investors are entitled to much more and could also claim much more as the little settlement amount currently on offer by Georgiou. In fact, if people can settle over a period of five years for 55%, then surely they can wait for a further three years until the Scheme of Arrangement would materialise.

The HSAG class action is the only manner in which the pressure on Georgiou and Co can be increased and by which way a much better settlement can be effected.

Also, why would the investors of Highveld 21 and 22, who have so-called “clean” claims against Georgiou in his personal capacity in terms of the buy-back clauses for the buying back of 100% of their capital investment, specifically, only settle for 50% of their capital, which amount would hopefully in future be paid off by Orthotouch?

During a previous programme, a guest of Moneyweb, Magnus Heystek, made two important comments (apart from the continuous warnings not to invest in Picvest):

- (a) That the Georgious would resist in a so called “Stalingrad” manner. Thus offering every defence possible, and secondly;
- (b) That Mr Georgiou is a very well-off man. In the Picvest-matter he had according to court documents, collected approximately R4.6 billion of which R3.2 billion is for properties that he sold to HS19-22 and that he received money for, but did not transfer the properties! What happened to all that money?! Apart from that amount there were properties of approximately R1.4 billion in HS15-18 which were not secured with bonds. What happened to those properties or the money that was received with the alienation of the relevant properties?

This is exactly why the HSAG is taking him on!

8. ADMINISTRATIVE CUT-OFF DATE FOR HSAG REGISTRATION

Due to various requests the cut-off date for late-registrations to join the HSAG has been extended to 30 September 2017 at MIDNIGHT. Registration forms are available on our website at www.hsaction.co.za or can be requested from us at hsagregister@gmail.com. All requests and completed registration forms must be sent to hsagregister@gmail.com.

9. STATEMENT FOR PARTICIPATION IN THE HSAG

Please find attached your statement for contribution in the HSAG.

Kindly take note of the following:

- i. If no trust requisition regarding registration, legal or administration costs or a credit appears on your statement, it means that you are in a group which has not yet been processed and/or allocated and will the amount only reflect on a later statement.
 - a. The requested amount for 2016 legal costs was R1 000 per syndication.
 - b. In May 2017 a further requisition for contribution towards legal and administration costs of R2 000 per person were made.
 - c. A once-off registration fee per syndication was also levied and should also be reflected on your statement.
 - d. If a credit balance appears on your statement, you are a registered member, but we have not received your completed application form. Kindly download it from our website or request same from hsagregister@gmail.com.
- ii. Please be advised that the information on our records was gathered from the application forms.

- a. If your application form is faulty, vague or incomplete there is a possibility that you may not receive statements or emails from us.
- b. Kindly complete the HSAG Questionnaire in the Monkey Survey that is posted from time to time on our website in order to update your information or send an email to hsagregister@gmail.com.
- iii. Please click on the **email link** at the bottom of the newsletter to enter the "Customer Zone" where you will see all your trust requisitions for registration and legal costs, as well as all payments made.
- iv. Due to the ongoing high volume of enquiries, registrations, the amendment of personal information and allocations it is possible that your payment/s and/or registration/s will not yet appear on the attached statement but on a later statement. Please ensure that your information is correct.
- v. Automated statements will be sent out from time to time (usually monthly), but your link to the "Customer Zone" will stay active and you may therefore view your future payments and transactions as they are being allocated.
- vi. If there are any outstanding amounts you are kindly requested to pay such outstanding balances as soon as possible to prevent unnecessary administration and/or further costs and also to prevent such members' membership from being suspended from the HSAG.
- vii. Registration surcharges are payable on all new and arrear (90 days and older) registrations. Registration cost currently amount to R1 500 per syndication and, if further registrations are allowed beyond the deadline, it is probable that there will be a further requisition for registration costs per syndication for new registrations, in order to relieve the financial contributions made by our current HSAG members.
- viii. Participation in the HSAG is voluntarily, however, persons that do not belong to the HSAG or who are not up to date with their requested payments, would not be able to claim any rights or privileges that faithful members of the HSAG can. Persons' who persistently refuse or neglect to pay their membership contributions membership will be suspended.
- ix. We thank you for your loyal support without which the HSAG and class action would not have been possible.
- x. At the same time you can be sure of our undivided loyal support to the members and associates of the HSAG.
- xi. All enquiries must be sent to hsagenquiries@gmail.com.

Kind regards

HSAG Steering Committee

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